
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

30-M-APHIS-02

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

12/07/01

6. REQUISITION/PURCHASE NO.

AMLSXXXX-0009-2

7. ISSUED BY CODE: 6395

USDA, MRP-BS Contracting
Butler Square, Fifth Floor
100 North Sixth Street
Minneapolis, MN 55403

8. ADDRESS OFFER TO
(If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copy for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in the contracting section (same address as Item 7), until 2:30 pm local time local time on March 7, 2002.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME:
Donna Calacone

B. TELEPHONE NO.
(Include Area Code)
(NO COLLECT CALLS)
(612) 370-2495

C. E-MAIL ADDRESS
donna.m.calacone@usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	____ CALENDAR DAYS _____ %
-----------------------------	-----------------------------	-----------------------------	-------------------------------

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE _____	FACILITY _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
DUNS: _____ TIN: _____			
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. [] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (1 Copies unless otherwise specified)		ITEM 25
24. ADMINISTERED BY CODE _____ (If other than Item 7)		25. PAYMENT WILL BE MADE BY CODE _____ USDA, MRP-BS Payments Team Butler Square, Fifth Floor 100 North Sixth Street Mpls., MN 55403
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA Signature of Contracting Officer	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26,
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Schedule of Items

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Evaluation of Pork Carcass Composition Assessment Equipment for Livestock Mandatory Reporting in accordance with the Statement of Work in Section C of solicitation.	1	JOB	\$_____	\$_____

Optional Requirements:

<u>Item No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
2.	Live Hog Assessment	1	JOB	\$_____	\$_____
3.	International Specifications	1	JOB	\$_____	\$_____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
EVALUATION OF PORK CARCASS COMPOSITION ASSESSMENT
EQUIPMENT FOR LIVESTOCK MANDATORY PRICE REPORTING

1.0 BACKGROUND

The Livestock Mandatory Reporting Act of 1999 (Act) requires timely reporting of livestock market data. This information is to be readily understood, improve U.S. Department of Agriculture (USDA) reporting services, and encourage competition of livestock products.

This effort required the development of an information system, Mandatory Price Reporting (MPR), to enable USDA to implement this Act. This requires analysis of available data and a means to capture those data for processing. The information is summarized by the USDA Agricultural Marketing Service (AMS), and made available to the public.

One MPR system element requires the reporting of pork pricing data, based upon lean muscle yield (or a similar compositional description) of pork carcasses. In order to summarize, compare, and consolidate data, such data must be reported on a common basis ("end point") from all submitting processors.

The pork processing industry currently uses several types of assessment equipment to assess the yield/composition of pork carcasses. Each type of assessment equipment employs different methodology for compositional assessment, which results in reportable data (percent lean yield) that may have limited usability relative to pork pricing comparisons as directed by the Act.

Since the Act does not specify which type of assessment equipment a processor must use in reporting data, each facility may employ the types of equipment it determines to most effectively meet its commercial needs and goals. While the Act specifies data will be reported to provide an estimate of "percent lean" in pork carcasses as a common end point, the available types of assessment equipment do not use a common methodology to calculate the "percent lean" data. This presents the possibility that "percent lean" data calculated for the same carcasses using different equipment may vary. Consequently, data currently being reported lacks uniformity among submitting pork processors, thereby limiting the ability of AMS to fulfill the provisions of the Act.

In addition, AMS is interested in relating the results of the equipment evaluations to live market hog characteristics. Since there is a high relationship between visual appraisal of muscle thickness in live hogs with muscle thickness scores in pork carcasses, assessment of the relationship between muscle thickness scores and loin depth data (or other carcass parameters) in carcasses could improve accuracy of live evaluation techniques.

2.0 OBJECTIVE

The purpose of this project is to provide AMS with a statistically-based method of standardizing data from specified pork carcass assessment equipment at a common end point, thereby facilitating the consolidation and reporting of pork pricing data.

3.0 SCOPE

- 3.1 The Contractor shall provide AMS with a statistically-based method which will standardize reported data. AMS requires this methodology on the following types of commercial pork carcass assessment equipment:
 - A. Ruler Measurements
 - B. Hennessy Grading Probe - Hennessy Grading Systems, Ltd.

- C. Fat-O-Meat'er (FOM) - SFK Technology
- D. AUTO-FOM - SFK Technology
- E. UltraFOM - SFK Technology
- F. AutoVision System - SFK Technology
- G. Carcass Value Technology (CVT) - Animal Ultrasound Services (AUS)
- H. Total Body Electrical Conductivity (TOBEC) - EM-SCAN, Inc.

Note: While AMS has specific interest in the pork carcass assessment equipment listed, additional equipment types not listed may be proposed by the Contractor. The costs associated with evaluation of each additional type of equipment must be listed separately. AMS reserves the right to accept or reject evaluation of any or all of the additional types of equipment proposed by the Contractor prior to contract execution.

- 3.2 The required common "end points" for all pork carcass assessment equipment are as follows:
- (a) Bone-In endpoint (using IMPS descriptions)
 - (b) Boneless endpoint (reflecting value-added raw material product requirements)
 - (c) Fat-Free Lean Percentage endpoint

These "end points" are the essential requirements of this project, and must be specifically defined and described by the Contractor. However, when evaluating proposals, AMS shall give additional consideration to proposals that:

- 1. Develop other clearly defined and described intermediate "end point(s)" which would enhance the ability of AMS to report pork carcass value more accurately and/or effectively; and,
- 2. Incorporation of optional requirement(s) specified in Section 3.6.

However, primary consideration shall be given to adherence to the required completion date specified in Section 9.0 and to the industry benefits associated with any proposed intermediate "end point(s)" and/or optional requirement(s) relative to the additional project cost.

- 3.3 The methodology shall be applicable to data collected in operational pork processing facilities. The Contractor shall submit, as part of the proposal, letters or other forms of assurance from cooperating pork processors and/or equipment manufacturers stipulating:
- a. Access to facilities and the designated pork carcass assessment equipment, and,
 - b. Compliance with the contract completion date specified in Section 9.0.
- 3.4 The population of carcasses evaluated by each instrument shall be sufficient in size to be statistically valid and represent the current population of market swine reported by AMS.
- 3.5 AMS will provide a portable SFK Technology, Inc., "Fat-O-Meat'er" to be used as a common type of pork carcass assessment equipment, to facilitate comparisons of data among the listed assessment equipment. This unit shall remain the property of AMS.
- 3.6 Optional Requirements. The Contractor may propose to incorporate either or both of the following optional requirements. These optional requirements may be based upon a representative statistical sample of the total project numbers.

Additional cost and estimated time requirement (beyond that required for the completion of the endpoints specified in Section 3.2) associated with each proposed optional requirement shall be listed separately. AMS reserves the right to accept or reject either or both of the optional requirements proposed by the Contractor.

Optional Requirement 1 - Live Hog Assessment

AMS desires to improve its ability to estimate the carcass lean yields of hogs prior to slaughter. To improve this process, the Contractor may propose an assessment to relate carcass lean yields and/or individual characteristics (e.g., fat thickness and loin depth) to live animal traits such as estimated fat thickness and muscling scores.

Optional Requirement 2 - International Specifications

AMS desires to evaluate the impact of international cutting styles on carcass value when compared to traditional cutting styles described in the IMPS. The Contractor may propose a project component that will permit this value comparison.

4.0 TECHNICAL ENVIRONMENT

Facilities harvesting swine and processing pork carcasses are responsible for submitting data to the Mandatory Price Reporting (MPR) System. Each facility is responsible for the timely submission of livestock and carcass price data multiple times daily. The data are submitted via the Internet as ASCII comma delimited files, created by the originating facility, or by entering data directly into the MPR web interface screens.

The results from this project will permit input data from processors to be adjusted to a common end point upon receipt into the MPR system. This will permit accurate comparison with other industry data prior to release of consolidated market reports.

5.0 DEFINITIONS

COTR

Contracting Officer's Technical Representative. Upon approval or direction of the Contracting Officer, the COTR may act as the Contracting Officer's representative on specific delegated matters.

IMPS

Institutional Meat Purchase Specifications. Procurement documents maintained by AMS that provide recommended descriptions of commonly procured meat products.

MPR Computer System

The Livestock Mandatory Price Reporting Computer System. The primary system is located at UUNET facility in Ashburn, VA. The secondary, or backup, site is at Richardson, TX.

Times

Any reference to time within this statement of work is Eastern Time.

6.0 SECURITY REQUIREMENTS

All information resulting from this study will be the property of the AMS. The Contractor shall provide unlimited rights to the Government to all data produced and delivered under this contract. The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of the work under this contract. Beyond protecting all Government and industry information and data designated as CONFIDENTIAL and/or PROPRIETARY, the Contractor shall also protect all undesignated Government or industry information, data, equipment, etc., by treating these as CONFIDENTIAL.

Upon approval and release by AMS, the Contractor may publish the results of this study, providing appropriate acknowledgment is cited for the contributions of AMS.

7.0 ACCESSIBILITY REQUIREMENTS

The methodology and documentation developed by the Contractor shall conform to the accessibility standards as published under Section 508. For more information, go to www.section508.gov.

8.0 PERFORMANCE REQUIREMENTS

All methodology and documentation delivered under this contract shall remain the property of AMS. Documents shall be in Microsoft Word, version 7.0 (or higher). The contractor shall provide documentation in electronic format as well as three hard copies.

8.1 Quarterly Progress Reports: The Contractor shall submit to the COTR Quarterly Progress Reports. Reports shall be received by the COTR no later than thirty (30) calendar days following the end of each calendar quarter during the contract period. Reports shall include, but not be limited to, project accomplishments during the reporting period, discussion of progress relative to projected timeline, and planned activities during the next quarter. (Note: Any modifications to the project content or approach must be approved by the Contracting Officer prior to implementation.)

The COTR shall have seven (7) working days following receipt of each Quarterly Progress Report to approve or disapprove the report. If disapproved, the Contracting Officer shall, within seven (7) working days following such disapproval, convene a conference of the Contractor, the Contracting Officer, the COTR and other parties as designated by the Contracting Officer, to discuss and resolve project deficiencies.

8.2 Quarterly Budget Reports and Reimbursement Requests: The Contractor shall submit to the COTR a quarterly summary, by category, of expenditures related to the project. These reports are to accompany the Quarterly Progress Reports (see Section 8.1). Budget reports must include, but are not limited to, copies of receipts (in excess of \$500.00) for program supplies, contracts, materials, and overhead expenses. Requests for reimbursement of allowable expenses shall be submitted using SF 329 along with an itemized invoice. The SF 329 is the "Contract Delivery Receipt," which may be found at:

<http://www.aphis.usda.gov/mpis/library/forms/aphis329.pdf>

When submitting the quarterly budget reports, specific documentation of expenditures categorized as "overhead" must include detailed information substantiating each "overhead" expense. Personnel expenses claimed as "overhead" expenses for specific tasks associated with the contract must be itemized by personnel function (e.g., program manager, secretarial/clerical, etc.), total hours expended for the quarter, hourly rate by function, and total expenditure. The Contractor must retain detailed documentation (e.g., time sheets or similar documents) to substantiate these charges, should the contract be audited.

AMS reserves the right to request additional documentation for any claimed expense.

Reimbursement requests lacking such documentation, or requests for reimbursement of general "overhead" expenses, will not be reimbursed.

Reimbursement of allowable expenditures shall not be made until approval of that quarter's Quarterly Progress Report by the COTR.

8.3 Interim Progress Conference: An Interim Progress Conference will be called by the Contracting Officer approximately halfway through the contract period, to discuss project progress, results, and direction. Additional conferences may be requested by either the Contractor or the COTR to confer on project progress, results, or direction, to be called at the discretion of the Contracting Officer.

8.4 Submission of Draft Final Project Report: The Contractor shall provide a draft of the Final Project Report to the COTR no later than thirty (30) working days prior to the date specified in section 9.0. The COTR will have twenty (20) working days to review the draft Final Project Report and provide comments to the Contractor for inclusion in the final product.

AMS reserves the right to submit the draft Final Project Report to a panel of technical experts for review, and to include comments from the technical panel in its submission to the Contractor for inclusion in the final product.

8.5 Submission of Final Project Report: The Contractor shall deliver the Final Project Report to the Contracting Officer no later than the date cited in Section 9.0. A Final Report of Expenditures shall accompany the submission of the Final Project Report. The Contracting Officer and COTR shall review the Final Project Report and the Final Report of Expenditures and, if approved, final payment, as provided in Section 13.0, shall be made to the Contractor.

The Final Project Report shall include, but not be limited to:

- A. Executive Summary
- B. Introduction
- C. Literature Review
- D. Experimental Procedures
 - * Statistical project design
 - * Number of carcasses and live hogs (if applicable) evaluated for each type of equipment
 - * Description of population sampled, including any seasonal, geographical and breed criteria used
 - * Statistical analysis methods used
 - * Description of procedures used to determine common end point as defined in Section 3.0
 - * Procedures associated with any included optional requirement(s) (see Section 3.6)
- E. Results
 - * Prediction equations, including description of variables used
 - * Discussion of equipment variability associated with data collection
 - * Results associated with any included optional requirement(s) (see Section 3.6)
- F. Discussion
 - * Discussion of results and recommended methodology for data adjustment for each equipment type
 - * Discussion of results of any included optional requirement(s) (see Section 3.6)

9.0 PERIOD OF PERFORMANCE

The Contractor shall provide to AMS the results, data and other information specified in Sections 3.0 and 8.5 no later than 18 months from the date of award.

10.0 PERFORMANCE STANDARDS

The following lists the standards and measurement of deliverables:

Deliverable	Standard	Method of Surveillance
8.1	Contractor shall submit an acceptable Quarterly Progress Report at the specified time.	COTR shall review each Quarterly Progress Report within seven (7) working days of receipt and take approval/disapproval action on the Report.
8.2	Contractor shall submit a Quarterly Budget Report and Reimbursement Request, to accompany the Quarterly Progress Report.	COTR shall review and take approval/disapproval action on the Quarterly Budget Report and Reimbursement Request. Reimbursement of allowable expenses for that quarter shall not occur until approval of the Quarterly Progress Report.
8.3	Contractor shall participate in the Interim Progress Conference, and other conferences called by the Contracting Officer, and respond in writing to requested actions as specified by the Contracting Officer.	The COTR shall review Contractor responses to requested actions, and recommend action on the Contractor's responses to the Contracting Officer.
8.4	Contractor shall submit a draft Final Project Report to the COTR no later than thirty (30) working days prior to the date specified in Section 9.0, and take action on recommendations from the COTR in preparing the Final Project Report.	The COTR shall review the draft Final Project Report and provide the Contractor with recommendations for changes within the thirty (30) day period prior to the date specified in Section 9.0.
8.5	The Contractor shall submit the Final Project Report to the Contracting Officer no later than the date specified in Section 9.0	The Contracting Officer, in consultation with the COTR, shall review the Final Project Report for completeness of information specified in Section 8.5, and Final Report of Expenditures, and take approval/disapproval action on the Final Project Report.

11.0 GOVERNMENT ROLES AND RESPONSIBILITIES

The Contracting Specialist is the only person authorized as point of contact on this project:

Contracting Specialist:

Donna Calacone
Minneapolis, MN
Phone: (612) 370-2495 FAX: (612) 370-2106
E-mail: donna.m.calacone@usda.gov

The Contracting Officer may refer technical aspects of this contract to the Contracting Officer's Technical Representative (COTR). The designated COTR is:

Herbert C. Abraham
Chief, Standardization
USDA/AMS/LS
Stop 0254, Room 2603-S
1400 Independence Avenue, SW
Washington, DC 20250-0254
Phone: (202) 720-4486 FAX: (202) 720-1112
E-Mail: Herbert.Abraham@usda.gov

12.0 GOVERNMENT FURNISHED FACILITY and/or PLACE OF PERFORMANCE

It is expected that the Contractor's services will not require provision of Government facilities.

13.0 INVOICE REQUIREMENTS

The Contractor shall submit quarterly invoices to the COTR for approval, as described in Section 8.2. The Contracting Officer shall withhold twenty percent (20%) of the contract funds pending receipt and approval of the Final Project Report and the Final Report of Expenditures.

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR 1984

E.2 AGAR 452.246-70 INSPECTION AND ACCEPTANCE
(FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

USDA/AMS/LS&S/STDZ
South Bldg. Rm.# 2603
14th AND INDEPENDENCE Ave. SW
Washington, DC 20250

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989

F.2 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from the date of award through 18 months following the date of award.

F.3 AGAR 452.237-76 PROGRESS REPORTING (FEB 1988)

The Contractor shall submit a progress report as outlined in the statement of work, covering work accomplished during that period of the contract performance. The progress report shall be brief and factual and shall be prepared in accordance with the following format:

(a) A cover page containing:

- (1) Contract number and title;
- (2) Type of report, sequence number of report, and period of performance being reported;
- (3) Contractor's name and address;
- (4) Author(s); and
- (5) Date of report

(b) SECTION I - An introduction covering the purpose and scope of the contract effort. This shall be limited to one paragraph in all but the first and final month's narrative.

F.3 (Continued)

- (c) SECTION II - A description of overall progress plus a separate description of each task or other logical segment of work on which effort was expended during the report period. The description shall include pertinent data and/or graphs in sufficient detail to explain any significant results achieved.
- (d) SECTION III - A description of current technical or substantive performance, and any problem(s) which may impede performance along with proposed corrective action.
- (e) SECTION IV - A planning schedule shall be included with the first progress report for all assigned tasks required under the contract, along with the estimated starting and completion dates for each task. The planning schedule shall be updated and submitted with each subsequent technical progress report, including an explanation of any difference between actual progress and planned progress, why the differences have occurred, and -- if behind planned progress -- what corrective steps are planned.
- (f) SECTION V - If applicable, financial information shall be submitted for each major task or line item cost. Data shall include:
 - (1) The total estimated cost budgeted (fee excluded).
 - (2) The estimated cost expended during the current reporting period.
 - (3) Identification of direct labor hours of prime contractor and subcontractor(s) and/or consultant(s), if applicable.
 - (4) Total project to-date expenditures.
 - (5) Total remaining funds.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TECHNICAL POINT OF CONTACT (TPOC)

(a) The TPOC for this contract is:

Herbert C. Abraham
Chief, Standardization
USDA/AMS/LS
Stop 0254, Room 2603-S
1400 Independence Avenue, SW
Washington, DC 20250-0254
Phone: (202) 720-4486 FAX: (202) 720-1112
E-Mail: Herbert.Abraham@usda.gov

(B) The TPOC shall be contacted for informational purposes and is responsible for final acceptance only. The TPOC is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of this effort or encourage work which is beyond the scope of the description of work in the contract.

(C) When, in the opinion of the contractor, the TPOC requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(D) Only a Contracting Officer has authority to make changes concerning the requirements of the subject contract.

G.2 CONTRACT ADMINISTRATOR

The Contract Administrator (CA) shall represent the Contracting Officer (CO) on administrative matters and shall be assigned by the CO at time of award.

The CA is responsible for administering the performance of work under this contract and shall be the first contact on matters pertaining to contract terms and conditions, changes, modifications, or other matters that may occur during the life of the contract. The CA shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract.

In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract be effective or binding upon the Government unless a written modification is executed by a Contracting Officer. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AGAR 452.215-73 POST AWARD CONFERENCE (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled within TBD days after the date of contract award. The conference will be held at:

Address TBD

H.2 AGAR 452.224-70 CONFIDENTIALITY OF INFORMATION
(FEB 1988)

(a) Confidential information, as used in this clause, means--

(1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

H.2 (Continued)

- (f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.
- (g) Whenever the Contractor is uncertain with regard to the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the Contracting Officer prior to any release, disclosure, dissemination, or publication.
- (h) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State or local laws.

H.3 AGAR 452.237-75 RESTRICTIONS AGAINST DISCLOSURE
(FEB 1988)

- (a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part in any manner or form, or to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify in writing, the Contracting Officer, named herein, in the event that the Contractor determines or has reason to suspect a breach of this requirement.
- (b) The Contractor agrees not to disclose any information concerning the work under this contract to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	MAY 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY 1999
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA - GENERAL	JUN 1987
52.227-17	RIGHTS IN DATA - SPECIAL WORKS	JUN 1987
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAY 2001
52.232-32	PERFORMANCE-BASED PAYMENTS	MAY 1997
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2001
52.245-1	PROPERTY RECORDS	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	DEC 1989
52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.1 (Continued)

NUMBER

TITLE

DATE

I.2 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED
LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days notice or upon date of award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.3 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE
FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
- (ii) Otherwise successful offers from small business concerns;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

I.3 (Continued)

- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[__] Offeror elects to waive the evaluation preference.

- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.4 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR
SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)
Alternate II (OCT 1998)

- (a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that

represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust

Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of 10% percent to the price of all offers, except--

- (i) Offers from small disadvantaged business concerns, that have not waived the adjustment, whose address is in a region for which an evaluation adjustment is authorized;
- (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
- (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
- (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item basis or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) Agreements.

I.4 (Continued)

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--
 - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

CONTINUED ON FOLLOWING PAGE

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	NO OF PAGES
1	Disclosure of Lobbying Activities SF111	2
2	Vet's 100	1

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's Organization];

K.1 (Continued)

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
- 52.203-11 CERTIFICATION AND DISCLOSURE APR 1991
REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

- K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(JAN 2001) [This date stayed indefinitely. Please use
the provision date below.]
52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(APR 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and
belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred,
suspended, proposed for debarment, or declared
ineligible for the award of contracts by any
Federal agency;

(B) Have [] have not [], within a three-year
period preceding this offer, been convicted of
or had a civil judgment rendered against them
for: commission of fraud or a criminal
offense in connection with obtaining,
attempting to obtain, or performing a public
(Federal, state, or local) contract or
subcontract; violation of Federal or state
antitrust statutes relating to the submission
of offers; or commission of embezzlement,
theft, forgery, bribery, falsification or
destruction of records, making false
statements, tax evasion, or receiving stolen
property; [This language stayed
indefinitely. Please use paragraph
(a)(1)(i)(D) below.]

(C) Are [] are not [] presently indicted for, or
otherwise criminally or civilly charged by a
governmental entity with, commission of any of
the offenses enumerated in paragraph
(a)(1)(i)(B) of this provision; and [This
language stayed indefinitely. Please use
paragraph (a)(1)(i)(E) below.]

(D) Have [] Have not [], within a three-year
period preceding this offer, been convicted of
or had a civil judgment rendered against them
for: commission of fraud or a criminal
offense in connection with obtaining,
attempting to obtain, or performing a public
(Federal, state, or local) contract or
subcontract; violation of Federal or state
antitrust statutes relating to the submission
of offers; or commission of embezzlement,
theft, forgery, bribery, falsification or
destruction of records, making false
statements, tax evasion, or receiving stolen

property; and

- (E) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.
- (ii) (A) [This paragraph (a)(1)(ii) is stayed indefinitely.] The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--
 - (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
 - (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
- (iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

K.3 (Continued)

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

K.4 (Continued)

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____
_____	_____

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 2001) Alternate I (OCT 2000)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
- (2) The small business size standard is no more than \$05.0 MILLION average annual receipts for an offeror's preceeding 3 FYs.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

K.5 (Continued)

- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS
(OCT 1999) Alternate I (OCT 1998)

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small

business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

- (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

- (3) Address. The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is

K.6 (Continued)

authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

- (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--
- (1) Be punished by imposition of a fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
 - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
 - ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
 - ☐ (iv) The facility does not fall within Standard

K.9 (Continued)

Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

- [] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.10 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [], has not[], submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arinet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.232-31	INVITATION TO PROPOSE FINANCING TERMS	OCT 1995
52.215-1	INSTRUCTIONS TO OFFERORS-- COMPETITIVE ACQUISITION	MAY 2001

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Donna Calacone

USDA, MRP-BS Contracting
Butler Square, Fifth Floor
100 North Sixth Street
Mpls., MN 55403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.5 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L.6 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (NOV 1996) (AGAR DEVIATION)

The North American Industrial Classification System (NAIC) Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): 4

-- NAICS Code 541990

-- Size Standard no more than \$05.0 MILLION average annual receipts for an offeror's preceeding 3 Fys.

L.7 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS AND BUDGET

I. General Instructions

Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies specified below.

A. The proposal must include a technical proposal, budget and past performance statement.

B. AMS will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this solicitation.

C. Offerors shall submit 2 copies of their proposal in the following format:

I. Technical proposal

II. Budget proposal

III. Past performance statement

2. Technical Proposal Instructions

The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements and objectives

set forth by AMS. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures and program for achieving the objectives of the Statement of Work. As a minimum the proposal must clearly provide the following:

- A. The offeror shall explain how the work is to be accomplished by including detailed experimental and statistical procedures and models to accomplish the specified objective and identify a management team with the ability to conduct and administer the project. If the submission is made jointly by several organizations, the offeror must identify which organization will serve as the primary organization with which USDA will contract.
- B. To ensure delivery of a credible product, the offeror must demonstrate in the proposal: (1) evidence of a thorough understanding of the project requirements, including a preliminary literature review, and evidence of experience and/or familiarity with use of the listed pork assessment equipment, (2) documentation of access to all cooperating facilities, and required equipment and resources not provided by AMS, (3) the rationale for including or excluding each of the optional requirements in the Statement of Work from the submitted proposal, and (4) a timetable with quantifiable benchmarks and expected results for each element of the proposal.

Each evaluation criteria (found in section M) must be addressed thoroughly.

3. Budget

A detailed budget shall be provided for each component of the proposal, including the primary requirement and separately for each optional requirement proposed. The budget should include all supply, equipment, travel and labor expenses and overhead (indirect costs) that should be incurred for successful completion of the project, as well as other funding sources that will be used to leverage the funds requested in the proposal.

4. Past Performance Statement

A curriculum vitae of all principal investigators shall be submitted, including documentation of experience conducting similar research.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.217-4	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD	JUN 1988

M.2 EVALUATION CRITERIA

- A. AMS will make the award to the offeror whose proposal conforms to solicitation requirements and represents the "best value" to the Government, based on technical quality, past performance and price. Technical quality of the basic and optional requirement(s), and past performance will be weighted significantly higher than price to make the award. The following factors shall be used to evaluate proposals:
1. Technical quality to meet the basic requirement
 2. Technical quality to meet any proposed optional requirement(s)
 3. Past performance of the offeror(s)
 4. Price
- B. Primary consideration shall be given to adherence to the completion of the basic requirement on or before the date specified in Section 9.0 of the Statement of Work, with secondary consideration given to the industry benefits associated with any proposed intermediate "end point(s)" and/or optional requirement(s) relative to the additional project price.
- C. When evaluating proposals, AMS shall give additional consideration to proposals that:
1. Develop additional clearly defined and described intermediate "end point(s)" other than those specified in the statement of work which would enhance the ability of AMS to report pork carcass value more accurately and effectively; and,
 2. Incorporate optional requirement(s).